### DELGADO COMMUNITY COLLEGE PURCHASING DEPARTMENT 501 CITY PARK AVENUE NEW ORLEANS, LOUISIANA 70119 (504) 762-3027

#### **INVITATION TO BID**

# **BID NAME: R0004707**

#### LIGHTING FIXTURES, LAMPS, AND ACCESSORIES

TO BE OPENED ON: MARCH 22, 2013 AT 2:00PM

CONTACT PERSON: ADRIENNE HARRIS SENIOR BUYER (504) 762-3028

NAME OF COMPAN	Y	
ADDRESS		
CITY, STATE, ZIP		
PHONE NUMBER	FAX NUMBER	EMAIL
SIGNATURE OF CO	MPANY REPRESENTATI	VE
NAME (PRINTED) &	TITLE OF COMPANY RI	EPRESENTATIVE

<sup>\*\*</sup> This form must be completed and submitted with your bid

#### **GENERAL INFORMATION**

1. Any questions regarding this Invitation to Bid shall be in writing and shall be addressed to Adrienne Harris at the following address:

Delgado Community College O'Keefe Administration Bldg. 37 501 City Park Avenues New Orleans, La 70119-4399 Email: aharri@dcc.edu

Any additional information resulting from such inquiries shall be distributed to all bidders via addenda. The College will not be responsible for any other explanation of the documents.

2. Bids may be submitted by mail or in person. Bids will not be accepted via fax or by any other method. Mailed bids and hand carried bids shall go to the address in item No. 1. Please note that express mail or USPS carriers may not deliver directly to 501 City Park Avenue (Administration Building – Bldg. No. 37). The bidder is solely responsible for ensuring that its courier service provider make inside deliveries to 501 City Park Avenue. All bids returned via mail should have the bid name and number on the front of the envelope. If bids are delivered via express mail carrier, the bid name and number should be on the front of the document. The bidder is solely responsible for the timely delivery of its bid response. Failure to meet the opening date and time specified shall result in rejection of the bid

\*Bids should not be left at the front counter – Please ask for someone in the Purchasing Department\*

- 3. Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the College.
- 4. Each bidder is solely responsible for the timely delivery of its bid. Delgado Community College will not be responsible for any delays in the delivery of bids, whether delayed in the mail, or for any reason whatsoever.
- 5. Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the College.
- 6. Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of invoice, whichever is later.

#### SPECIFICATIONS R0004707

#### **SCOPE OF WORK:**

THE SUCCESSFUL BIDDER SHALL FURNISH, DELIVER, SETUP AND INSTALL THE ITEMS LISTED BELOW TO DELGADO COMMUNITY COLLEGE 615 CITY PARK AVENUE, NEW ORLEANS, LA 70119. DELGADO COMMUNITY COLLEGE WILL MOUNT AND WIRECONNECTOR STRIPS AND WALL BOXES IN PREPARATION FOR INSTALLATION.

**LIST OF ITEMS:** (Lighting Fixtures, Lamps, and Accessories)

#### 1. Fresnels

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	3	EA	300/500/650 Watt, 4.75" Magis Fresnel with C-Clamp Wireguard Stage Pin Plug Eight Leaf Barndoor Color Frame	300.220/8BD-DI 305.300-DI 20PCM-DI 306.200-DI 307.100-DI				
2.	3	EA	Safety Cable	02710B-ILS				
3.	6	EA	120V, 3200K, 300 Watt Lamp	FKW				
4.	4	EA	500/1000 Watt, 6" Monet Fresnel with C-Clamp  Wireguard Stage Pin Plug Eight Leaf Barndoor Color Frame	210.220/8BD-DI 315.300-DI 20PCM-DI 316.200-DI 317.100-DI				
5.	4	EA	Safety Cable	02710B-ILS				
6.	8	EA	120V, 3200K, 300 Watt Lamp	EGN				

### 2. <u>Back Lights</u> (Fluorescents)

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
7.	2	EA	55 Watt Fluorescent Head with Manual Yoke (Phase Dim), (1) 55/830 Fluorescents Lamps and Edison Plug	MSL155DIM120- PLS				
8.	2	EA	Honeycomb, 45 Degree, Wide with Gel Frame	MSL1-45HC- GFC-PLS				
9.	2	EA	C-Clamp, Black	2CC-PLS				
10.	2	EA	Safety Cable, Black	02710B-ILS				
11.	4	EA	110 Watt Fluorescent Head with Manual Yoke (Phase Dim), (2) 55/830 Fluorescent Lamps and Edison Plug	MSL255DIM120- PLS				
12.	4	EA	Honeycomb, 45 Degree, Wide with Gel Frame	MSL2-45HC- GFC-PLS				
13.	4	EA	C-Clamp, Black	2CC-PLS				
14.	4	EA	Safety Cable, Black	02710B-ILS				

### 3. <u>Base Lights</u> (Fluorescents)

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
15.	8	EA	110 Watt Fluorescent Head with Manual Yoke (Phase Dim), (2) 55/830 Fluorescent Lamps and Edison Plug	1SL255DIM10- PLS				
16.	8	EA	Honeycomb, 45 Degree, Wide with Gel Frame	1SL-45HC-GFC- PLS				
17.	8	EA	C-Clamp, Black	2CC-PLS				
18.	8	EA	Safety Cable, Black	02710B-ILS				
19.	10	EA	55 Watt Compact Fluorescent Lamp, Spare	55/830				

# 4. Cyclorama Lights

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
20.	12	EA	500/1000 Watt Single Cell Cyclorama Light with Color, Frame, C-Clamp, Safety Cable and Stage Pin Plug	12HUICYC1-SL				
21.	12	EA	Safety Cable	02710B-ILS				
22.	24	EA	120V, 3200K, 500 Watt Lamp	FDN				

# 5. Effects Projector

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
23.	2	EA	575/750 Watt Source 4 36 Degree, Ellipsoidal with C- Clamp, Gel Frame and Stage Pin Plug.	436B-ETC				
24.	2	EA	"B" Size Pattern Holder	400PHB-ETC				
25.	2	EA	Donut	400DN-ETC				
26.	2	EA	Safety Cable	02710B-ILS				
27.	2	EA	115V, 575 Watt, 3200K Lamp	HPL575-ETC				

### 6. Roscolux Stable Base Color Media

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
28.	28	EA	20" x 24" Roscolux Gel Sheet	-R				

### 7. <u>Diffusion Material</u>

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
29.	1	EA	Eighth White Diffusion Roll, 48" x 25'	E252R-R				

### 8. Miscellaneous Gaffer

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
30.	1	EA	Cinefoil Roll, 12" x 50'	1250-R				
31.	6	EA	Gaffer's Tape, Black - Roll 2" x 60 yd	T6666-ILS				
32.	3	EA	Camera Tape, White - Roll 1" x 60 yd	T103-ILS				
33.	3	EA	Spike Tape, Yellow - Roll 1/2" x 30 yd	05220-R				

# 9. <u>Light Meter</u>

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
34.	1	EA	Sekonic L398A Studio Deluxe Incident Footcandle Meter	09011-SK				

# 10. Light Hangers

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
35.	14	EA	1'-2' Adjustable Light Weight Hanger with Stirrup	B429740-MT				

SUBTOTAL LIGHTING FIXTURES	LAMPS, AND ACCESSORIES	•

### **LIST OF ITEMS:** (Studio Distribution Equipment)

### 1. Connector Strips

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	5	EA	Connector Strip Assembly (14'-0") with (6) 20 Amp Circuits. All 20 Amp Circuits with 18" Pigtails and LED "Hot-Circuit" Indicator Lamps. Terminal Compartment: (5) Left Hand. Plug Type: Stage Pin Plug	CS14620-ILS				

#### 2. Wall Boxes

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
2.	3	EA	Wall Box with (2) 20 Amp Circuits. All with 18" Pigtails and LED "Hot Circuit" Indicator Lamps. Plug Type: Stage Pin Plug	05301-ILS				

**NOTE:** Studio Distribution Equipment should be completely assembled with all hardware ready to suspend and to wire to the control system.

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# **LIST OF ITEMS:** (Location/Portable Distribution Equipment)

# 1. Extension Cables

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	6	EA	10 ft. Extension Cable, Stage Pin Plug, 12/3 SO	10EXTGPP-ILS				
2.	4	EA	25 ft. Extension Cable, Stage Pin Plug, 12/3 SO	25EXTGPP-ILS				

### 2. Pigtails Two-Fers

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	8	EA	One Male to Two Female 12/3 SO Stage Pin Plug	04123-ILS				

SUBTOTAL LOCATION/PORTABLE DISTRIBUTION EQUIPMENT:
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# **LIST OF ITEMS:** (Grid Hardware)

# 1. Grid Hardware

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	60	EA	Beam Clamp, 3/8"	05113-ILS				
2.	30	EA	All Thread Suspension Rod, 3/8" x 10'	05119-ILS				
3.	7	EA	Load Channel, 20' Slotted Sections	05118-ILS				
4.	30	EA	3/8" Load Channel Spring Nut	05120-ILS				
5	90	EA	3/8" Hex Head Nut	05122-ILS				
6.	60	EA	3/8" Flat Washer	05123-ILS				
7.	30	EA	3/8" Lock Washer	05124-ILS				
8.	8	EA	Grid Support Bracket	05105-ILS				
9.	282	EA	Light Pipe To Consisting of: (17) 9'0" x 1-1/2" I.D. Light Pipe (05) 10'0" x 1-1/2" I.D. Light Pipe (05) 11'0" x 1-1/2" I.D. Light Pipe (02) 12'0" x 1-1/2" I.D. Light Pipe	05107-ILS				
10.	17	EA	Light Pipe Coupling, Threadless	05270-ILS				
11.	8	EA	Wall Flange, Gasket	05268-ILS				
12.	8	EA	Wall Flange, Threadless	05271-ILS				
13.	35	EA	Gridlocks, 1-1/2" x 1-1/2"	05109-ILS				

<b>SUBTOTAL</b>	<b>GRID HARDWARE:</b>	

# <u>LIST OF ITEMS:</u> (Lighting Control System)

# 1. <u>Dimmer Racks</u>

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	1	EA	SmartPack Dimmer Bank with (12) 10 Amp Dimmers. DMX Control Module and Smartlink Power Supply	SL1210W-LPS- ETC				
2.	2	EA	SmartPack Dimmer Bank with (12) 10 Amp Dimmers. DMX Control Module	SL1210W-ETC				

### 2. Control Console -Manual/Memory/Patch

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	1	EA	SmartFade 12/48 Control Console with 12 Channels Two Scene / 48 Channel Single Scene	SP12/48-ETC				
2.	1	EA	Remote Console Wall Plug In Station	ECPBDMX-ETC				
3.	1	EA	25' DMX Control Cable, 5 Pin XLR	AC5PDMX25-EL				
4.	1	EA	SmartLink 10 button Station	SH10010-ETC				

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# **LIST OF ITEMS:** (Cyclorama and Background Curtains with Accessories)

### 1. Cyclorama Curtain

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	1	EA	CBS Grey Seamless Cyclorama Curtain: 10'0" x 45'0" 4" heavy-duty binding at the top with spring harness snaps on one foot centers, 2-1/4" hem #90 lead tape weight sewn 1" above the bottom of the hem in a separate muslin pocket, side hems 2" heavy-duty binding with eyelets on two foot centers for tauting the curtain. The curtain should be flameproofed and flawless (as per the standards of the mills and converters) must be fabricated to the highest quality workmanship	CBS100450-ILS				

### 2. Cyclorama Curtain and Accessories

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	1	EA	Cyc/Background Tow Cord Hardware (Pair)	07034-ILS				
2.	4	EA	Tow Cord (Pair)	07035-ILS				
3.	2	EA	Tauting Pole Base (One Left & One Right)	07013-ILS				
4.	2	EA	10'0" Tauting Pole with Guy Wire and Turnbuckle	07016-ILS				
5.	2	EA	Sand Bag, 50 lb. Size, Non-Spill Saddle Bag Type made of heavy-duty duck with inner liner and Velcro Fasteners	07029-ILS				
6.	10	EA	Eyelet Claws to attach Tauting Pole to Cyc	07031-ILS				

# 3. Background Curtains

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	1	EA	Spectrocolor III, Prince Velour Black Background Curtain 10'0" x High x 45'0" Long	PVB100450-ILS				
2.	1	EA	Spectrocolor III, Chroma Key Blue Background Curtain 10'0" x High x 30'0" Long, curtain should have a 4" heavy-duty binding at the top and spring harness snaps on one foot centers, 2-1/4" bottom hem #90 lead tape weight sewn 1" above the bottom of the hem in a separate muslin pocket. The curtain is flawless (as per the standards of the material) and is fabricated to the highest quality workmanship, the Chroma Key curtain must be lined with a 100% black denim 11-1/2 ounces per yard and the Black curtain is fabricated from 16 ounce velour, curtains should meet all fire codes	CKB100300-ILS				

### 4. Background Curtain Accessories

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	2	EA	Cyc/Background Tow Cord Hardware (Pair)	07034-ILS				
2.	8	EA	Tow Cord (Pair)	07035-ILS				

SUBTOTAL CYCLORAMA/BACKGROUND CURTAI	INS & ACCESSORIES:
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### **LIST OF ITEMS:** (Cyclorama/Background Track and Accessories)

### 1. Cyclorama Curtain

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	12	EA	10' section of straight track	07111-ILS				
2.	8	EA	4'6" radius , 1/4 circle corner track	07118-ILS				
3.	123	EA	Nylon Wheel Carrier with Bumper Assembly	07128-ILS				
4.	20	EA	Splicing Clamp	07131-ILS				

### 2. Track Suspension Brackets (Track to 1-1/2" I.D. Pipe)

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	20	EA	Тор	07163-ILS				
2.	4	EA	Top Corner Right	07164-ILS				
3.	4	EA	Top Corner Left	07165-ILS				
4.	12	EA	Bottom	07167-ILS				

CURTOTAL	CYCLORAMA/BACKGROUND TRACK A	AND ACCESSODIES.
SUBTUTAL	CYCLURAMA/BACKGRUUND TRACK A	AND ACCESSORIES:

### <u>LIST OF ITEMS:</u> (Cyclorama/Background Track and Accessories)

#### 1. Studio Ladder (Miscellaneous Gaffer Equipment)

No.	Qty	UOM	Item	Model/Brand Requested	Model/Brand Bid Here	Price Ea. Here	Total Price	Delivery Time ARO
1.	20	EA	11' Grid Height Studio Ladder Note: Must meet or surpasses safety and OSHA requirements, should have a wood bottom platform for storage of lighting accessories, supplied ladder with large casters and toe locks	09213-ILS				

SUBTOTAL	MISCELLANEOUS	GAFFER EQUIPMENT:	

#### 1. Installation

No.	Qty	UOM	Item	Price Ea. Here	Total Price	Delivery Time ARO
1.	1	EA	Rigging should include mounting grid system, distribution, and curtain system			

SUBTOTAL INSTALLATION:	_
TOTAL BID AMOUNT OF ALL LINE ITEMS:	

NOTE: ALL SHIPPING, HANDLING OR ANY OTHER CHARGES NECESSARY FOR PROVISION AND DELIVERY OF THESE GOODS AND/OR SERVICES MUST BE <u>INCLUDED</u> IN THE UNIT PRICING. THE COLLEGE WILL <u>NOT</u> PAY FOR ANY CHARGES INVOICED OTHER THAN THE UNIT PRICE.

<sup>\*\*</sup> This form must be completed and submitted with your bid

#### **VENDOR BID REQUIREMENTS**

- A <u>mandatory</u> pre-bid site visit has been scheduled for this project. The pre-bid site visit will be held at the City Park Campus located at 615 City Park Avenue, New Orleans, LA 70119 on <u>Thursday</u>, <u>March 11</u>, <u>2013 at 10:00am</u>. All Bidders are to meet in Bldg. 2 Room 112. The contact person for the pre-bid site visit is Lynn Robertson at (504) 439-0908. Although questions will be permitted during the conference, the only official answer or position of Delgado Community College will be stated in writing in response to written questions. Attached is a <u>jobsite visit certification form</u> that must completed and submitted with the bid response. Failure to do so will result in the immediate disqualification of the bid without further discussion.
- Any questions arising from either the specifications or as a result of the site visit must be addressed in writing via email (aharri@dcc.edu). All questions must be submitted no later than March 14, 2013 @ 12:00 CST.
- Bidder must be licensed in accordance with all rules & regulations as required by the State of Louisiana as it pertains to this work.
- Bidders are to comply with the insurance requirements as stated in the special conditions
  of the bid. The provided <u>indemnification form</u> must be completed and submitted with
  your bid. Failure to comply with these requirements will result in disqualification of your
  bid.
- The successful bidder will be responsible for ensuring that Delgado receives the required <a href="insurance certificate">insurance certificate</a> after the notice of award (as per terms and conditions) in a timely manner in order to meet the required work expectancy timeframe. No work may commence until a proper certificate is received.
- Items not listed but necessary for completion of the job shall be furnished as part of the bid. Additional costs disclosed later will be at the expense of the vendor.
- All shipping, handling, materials, labor or any other charges necessary to compete this job must be included in amount bid.

#### **JOBSITE VISIT CERTIFICATION**

This signed statement certifies that the Vendor named below has visited the job site and is familiar with all conditions surrounding fulfillment of the specifications for the project. Bidder's Name (Print) Lynn Robertson College Representative (Print) Bidder's Signature College Representative's Signature Bidder's Company Name (Print) Note: This certification must be signed by a full time employee of the Vendor and the College representative (Curtis Kennedy) and submitted with the bid proposal. A signed letter from the College representative (stating that the Vendor has visited the job site) may be substituted for the above and must be submitted with the proposal. Failure to submit one of the above with the bid proposal shall cause your bid to be disqualified. Site visit to be held at Delgado Community College City Park Campus located at 615 City Park Avenue, New Orleans, LA 70119 on Thursday, March 11, 2013 at 10:00am. All Bidders are to meet in Bldg. 2 Room 112.

\*\* This form must be completed and submitted with your bid

Delgado College Representative:

Ms. Lynn Robertson Phone: (504) 439--0980

#### SPECIAL CONDITIONS

1. Delgado Community College of the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations.

All bids must be submitted on the form(s) furnished for this purpose and must be filled out in ink or typewritten and signed in ink. Do not erase, correct, or write over any prices or figurers necessary for the completion of this bid proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with these requirements may cause your bid to be disqualified.

A response to a bid invitation is our only indication of your interest in college business. Failure to respond to six (6) consecutive bid invitations may cause your name to be removed from the bidders' list.

Effective September 1, 1991, in accordance with Act 1029 of the 1991 Regular Legislative Session, Delgado Community College will not be responsible for any sales tax, either state or local.

Effective August 15, 1997, in accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- a) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- b) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate, or affidavit.

By signing the bid, the bidder certifies compliance with the above.

All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be clearly stated on the bid form. The College will not be responsible for freight charges not clearly stated as a part of this bid.

Delgado Community College reserves the right to reject any and all bids and to waive any informalities.

It shall be distinctly agreed and understood that the price quoted <u>must</u> be a firm price, and not be subject to change at time of the shipment of goods or delivery of services.

- 2. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere.
- 3. If item(s) or services bid do not <u>fully</u> comply with specifications, including brand and/or product number, bidder must state in what respect the item(s)/services deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.

- 4. Award to be made on an all-or-none basis.
- 5. The above quantities are estimated to be the amounts needed. In the event a greater or lesser quantity is needed, the right is reserved by the College to increase or decrease the amount at the unit price stated in the bid.
- 6. In the event a greater quantity is needed, the right is reserved by the College to increase the amount, at the unit price stated in the bid, for (6) months from the date of award.
- 7. NOTE: No overruns will be accepted by the College.
- 8. If the Vendor fails to make delivery within a satisfactory time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Vendor making the original unsatisfactory or late delivery.
- 9. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
- 10. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the College. It shall also be specifically agreed and understood that the decision of the College shall be final.
- 11. No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
- 12. The college reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the College.
- 13. Successful bidder will be responsible for the unloading and placing of equipment and/or supplies in the location designated by the College.
- 14. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance must be submitted with the bid. Failure to do so will result in immediate disqualification of the bid.
- 15. In case of default by the Vendor, the College reserves the right to purchase any or all items in default on the open market, charging Vendor with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Vendor will be considered until the assessed charge(s) have been satisfied.
- 16. List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.

- 17. Successful bidder will be responsible for the unloading and placing of equipment and/or supplies in the location designated by the College.
- 18. Scope of Work: work shall include all labor, materials, and services required to produce a completed repair/installation which is acceptable to the College.
- 19. Final Clean-Up: Before this project is acceptable and complete, Vendor shall clean up and remove from the premises all debris resulting from his work, and shall see to it that all the items furnished are left in good order, clean, and properly installed.

#### **INSURANCE REQUIREMENTS FOR VENDORS**

Vendor shall procure and maintain for the duration of the proposed work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the vendor's bid.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. Insurance Services Office Form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office Form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("Occurrence" Form CG0001). "Claims Made" form is unacceptable. The "Occurrence Form" shall not have a "Sunset Clause".
- 2. Insurance Services Office Form number CA0001 (Ed. 1/78) covering Automobile Liability and Endorsement CA0025 or CA0001 1293. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of the work and the Vendor/Contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- 3. Worker's Compensation Insurance as required by the Labor Code of the State of Louisiana, including Employers Liability Insurance.

#### B. Minimum Limits of Insurance

Vendor shall maintain limits no less than:

- 1. Commercial General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2. Automobile Liability: \$1,000,000.00 combined single limit per accident, for bodily injury and property damage.
- 3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

#### C. Deductible and Self-Insured Retention

Any deductibles or Self-Insured Retention must be declared to and approved by the College. At the option of the College, either: the Insurer shall reduce or eliminate such deductibles or self-insured retention as respects the College, it's Officers, Officials, Employees, and Volunteers; or Vendor or Contractor shall procure a Bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

#### 1. General Liability and Automobile Liability Coverage

A. The College, its Officers, Officials, Employees, Boards and Commissions and Volunteers are the be added as "Additional Insured's" as respects liability arising out of activities performed by or on behalf of the Vendor; products and completed operation of the Vendor, premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the College, its Officers, Officials, Employees or Volunteers.

B. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the College

C. The Vendor's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage
The Insurer shall agree to waive all rights of subrogation against the College, its Officers,
Officials, Employees, and Volunteers for losses arising from work performed by the Vendor or
Contractor for the College

#### 3. All Coverage

Each Insurance Policy required by the clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the College.

#### E. Acceptability of Insurers

Insurance is to be placed with Insurers with a Best's Rating of A-:VI or higher. This rating may be waived for Worker's Compensation coverage only.

#### F. Verification of Coverage

Vendor/Contractor shall furnish the College with certificate (s) of insurance affecting coverage required by this clause before commencement of work. The certificates for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate(s) are to be received and approved by the College before work commences. The College reserves the right to require complete. The College reserves the right to require complete certified copies of all required insurance policies at any time.

#### G. Subcontractors

Vendor/Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

# **INDEMNIFICATION AGREEMENT**

agrees to protect, defend,
(CONTRACTOR, VENDOR, LESSEE)
indemnify, save and hold harmless the State of Louisiana, all State departments, Agencies, Boards and Commissions, its Officers, Agents, Servants and Employees, including Volunteers from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of, its Agents, (CONTRACTOR, VENDOR, LESSEE)
Servants, and Employees, or any and all costs, expense and/or Attorney fees incurred by
(CONTRACTOR, VENDOR, LESSEE)
As a result of any claim, demands and/or causes of action except those claims, demands and/or causes of action arising out of the negligence of the State of Louisiana, all State department, Agencies, Boards and Commissions, its Agents, Representatives and/or employees.  (CONTRACTOR, VENDOR, LESSEE)
Respond, to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.
Accepted By:
Company Name
Signature
Title
Date Accepted
Is certificate of insurance attached? YESNO

\*\*This form must be completed and submitted with your bid